

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000333169**  
**Swish White River, Ltd.**  
**PO Box 855**  
**White River Jct VT 05001**  
**United States**

<b>Contract ID</b> 00000000000000000000000027598		<b>Page</b> 1 of 5
<b>Contract Dates</b> 09/03/2014 to 10/01/2015		<b>Origin</b> CPS
<b>Description:</b> CPS - WAREWASHING COMP & SVS		<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> LaRose, Deborah L	<b>Buyer Phone</b> 828-4635	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		DISHWASHING DETERGENT HIGH-TO STANDARD PERFORMANCE PRODUCT ENCAPSULATED, 4/8 LB. PER CASE, MFR. PDQ, PINNACLE SOLID 4593	CS	37.07000	0.00	0.00
2		DISHWASHING DETERGENT, MANUAL, ENCAPSULATED, MUST BE SAFE FOR MANUAL USE, 2/5 LBS. PER CASE, MFR. PDQ, POWER SUDS PREMIUM SOLID MANUAL DISHWASH, 4349	CS	33.13000	0.00	0.00
3		RINSE ADDITIVE, DISHWASHING, FINAL RINSE, LIQUID 4 GAL/CS, CHARLOETTE PRODUCTS, OPTIMAX RINSE, 7901-4	CS	39.95000	0.00	0.00
4		DELIMING/DESCALING, DISHWASHING COMPOUND LIQUID, 4 GAL/CS., CHARLOETTE PRODUCTS, SWISH DELIVER 4816	CS	31.02000	0.00	0.00
5		GREASE CUTTER LIQUID, USE AS AN OVEN CLEANER, 4 GAL/CS, CHARLOETTE PRODUCTS, FOOD SERVICE 5000, 5000-4	CS	21.22000	0.00	0.00
6		SANITIZER, QUARTENARY, FOR EFFECTIVE SANTIZATION FOR BOTH HARD AND POROUS SURFACES, 4 GAL/CS., CHARLOETTE PRODUCTS, FOOD SERVICE 2000, 2001-4	CS	37.66000	0.00	0.00

### CONTRACT TERMS AND ADDITIONAL INFORMATION

CONTRACT NUMBER: EFFECTIVE SEPTEMBER ,3 2014 CONTRACT NUMBER 2544 WILL BE REPLACED BY CONTRACT NUMBER 00000000000000000000000027598. THIS NEW CONTRACT # 00000000000000000000000027598 INCORPORATES ALL OF THE TERMS AND CONDITIONS ASSOCIATED WITH THIS CONTRACT. THIS NUMBER SHOULD BE USED IN ALL FUTURE COMMUNICATIONS CONCERNING THIS CONTRACT.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 2, 2014 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: TO PROVIDE WAREWASHING COMPOUNDS, AND RELATED PRODUCT TO INCLUDE DISPENSERS FOR MACHINES AND MANUAL DISHWASHING. THIS IS TO INCLUDE TECHNICAL FOR ALL USING FACILITIES. ALL DEPARTMENTS OF STATE OF VEMRONT MAY USE THIS STATEWIDE CONTRACT.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF THIRTEEN MONTHS (13) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY

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COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15  
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15  
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

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THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

WAREWASHING PRODUCT CRITERIA: THE COMPOUNDS SHALL NOT BE CONTAMINATED WITH TOXIC AMOUNTS OF INGREDIENTS SUCH AS ARSENIC, LEAD, MERCURY, ANTIMONY, OR OTHER COMPONENTS HAVING DELETERIOUS EFFECTS. PRODUCTS MUST BE FORMULATED TO COMPLY WITH VERMONT STATE STATUE 1382:

NO HOUSEHOLD CLEANING PRODUCTS EXCEPT THOSE USED IN DISHWASHER, FOR CLEANING MEDICAL AND SURGICAL EQUIPMENT, FOOD AND BEVERAGE PROCESSING EQUIPMENT, AND DAIRY EQUIPMENT MAY BE DISTRIBUTED, SOLD, OFFERED OR EXPOSED FOR SALE AT RETAIL, AFTER APRIL 1, 1978, OR AT WHOLESALE, AFTER JANUARY 1, 1978, OR USE IN A COMMERCIAL ESTABLISHMENT IN THIS STATE, AFTER APRIL 1, 1978, WHICH SHALL CONTAIN A PHOSPHORUS COMPOUND IN CONCENTRATIONS IN EXCESS OF A TRACE QUANTITY.

NO HOUSE CLEANING PRODUCT USED IN DISHWASHER, FOR CLEANING MEDICAL AND SURGICAL EQUIPMENT AND FOOD AND BEVERAGE PROCESSING EQUIPMENT MAY BE DISTRIBUTED, SOLD OR OFFERED OR EXPOSED FOR SALE AT RETAIL, AFTER APRIL 1, 1978, OR AT WHOLESALE, AFTER JANUARY 1, 1978, OR USED IN COMMERCIAL ESTABLISHMENT IN THE STATE, AFTER APRIL 1, 1978, WHICH SHALL CONTAIN PHOSPHORUS COMPOUND IN CONCENTRATIONS IN EXCESS OF 8.7 PERCENT BY WEIGHT EXPRESSED AS ELEMENTAL PHOSPHORUS.

ENVIRONMENTAL HEALTH AND SAFETY ISSUES: ESOH ARE A CONSIDERATION OF THIS AND ALL RFPS ISSUED BY THE STATE OF VERMONT. HEALTH, SAFETY AND ENVIRONMENTAL CONCERNS MAY INCLUDE BUY ARE NOT LIMITED TO ENVIRONMENTALLY PREFERABLE (LESS TOXIC) CHEMICALS, CHEMICAL USE AND STORAGE, WASTEWATER DISCHARGE, AIR QUALITY, ENERGY USE, WATER CONSUMPTION AND MAINTENANCE OF EQUIPMENT.

CONTRACTOR SHALL PROVIDE A BINDER CONTAINING PRODUCT INFORMATION AND MSDS FOR ALL PRODUCTS USED FOR EACH LOCATION.

INSTALLATION OF ALL EQUIPMENT: CONTRACTOR MUST ENSURE A SMOOTH TRANSITION AT BOTH THE START AND END OF CONTRACT PERIOD.

PACKAGING: CONSIDERATION MAY INCLUDE EFFORTS FOR REDUCED PACKAGING, RECYCLABLE CONTAINERS. IT IS DESIRABLE THAT CONTRACTOR PROVIDE SERVICE TO COLLECT AND RETURN PACKAGING AND CONTAINERS TO MANUFACTURER FOR REUSE OR RECYCLE. INDICATE IF BOTTLES, JUGS, PAILS, OTHER PACKAGING CONTAIN POST/PRE-CONSUMER RECYCLED CONTENT; THAT LABELS ARE PRINTED USING VEGETABLE-BASED INKS OR ARE PRINTED ON REMOVABLE SLEEVES; THAT CARTONS BE MADE FROM PRE/POST-CONSUMER RECYCLED PRODUCT CARDBOARD. IT IS DESIRABLE THAT CONTRACTOR INCLUDE INFORMATION ON RECYCLED CONTENT, EFFORTS TO REDUCE PACKAGING, ETC.

LABELING: EACH CONTAINER MUST BE LABELED SUBSTANTIALLY SO THAT INFORMATION IS CLEAR AND REMAINS LEGIBLE. EACH LABEL MUST CONTAIN PRODUCT NAME AND NAME AND ADDRESS OF MANUFACTURER; GENERIC DEFINITION OF USE; INSTRUCTIONS ON USE; APPROPRIATE PRECAUTIONS NECESSARY FOR SAFE USE AND HANDLING AND ANTIDOTE INFORMATION; BRAND NAME, LOT NUMBER, BATCH NUMBER, AND DATE OF MANUFACTURE; LIST OF INGREDIENTS AND PERCENTAGES THEREOF. A MATERIAL SAFETY DATA SHEET (MSDS) MUST BE FURNISHED TO EACH USER. PREFERENCE MAY BE GIVEN, AT THE DISCRETION OF THE STATE OF VERMONT OFFICE OF PURCHASING & CONTRACTING, FOR RECYCLED AND REDUCED PACKAGING (I.E., PRIMARY AND SECONDARY CONTAINER IS RECYCLABLE, CONCENTRATED DILUTION RATION).

PREFORMANCE CRITERIA: CONTRACTOR IS RESPONSIBLE FOR SETTING UP INITIAL MEETING WITH EACH END USER LOCATION FOR INSTALLATION AND TRAINING OF USE OF AUTOMATIC DISPENSING EQUIPMENT AND PRODUCT USE. CONTRACTOR WILL REGULARLY VISIT SITE AT A FREQUENCY ONE-TIME PER MONTH, MINIMUM, WITH PRODUCT INVENTORY CHECKS, PROACTIVE TROUBLE SHOOTING, WRITTEN SERVICE REPORTS PROVIDED, AND PERIODIC REVIEW WITH MANAGEMENT. SERVICE REPORTS WILL BE REQUIRED FOR EACH VISIT TO A FACILITY. A COPY WILL BE GIVEN TO THE FOOD OFFICER AT THE FACILITY AND A COPY SENT OR EMAIL TO THE OFFICE OF PURCHASING & CONTRACTING. CONTRACTOR SHALL HAVE A TECHNICAL FIELD REPRESENTATIVE AVAILABLE TO ASSIST USER WITH ANY PROBLEMS CONNECTED WITH PRODUCT(S) AND/OR EQUIPMENT PROVIDED UNDER THIS CONTRACT. A KNOWLEDGEABLE TECHNICIAN WITHIN 24-HOURS OF REQUEST FOR SERVICE, INCLUDING WEEKENDS, MUST PROVIDE EMERGENCY SERVICE. CONTRACTORS ARE TO PROVIDE PROPER INSTRUCTIONAL SIGNAGE AROUND DISHWASHER, DISH SINKS AND HAND SINKS WHERE NEEDED. CONTRACTORS ARE TO PROVIDE QUATERNARY TEST STRIPS AT NO ADDITIONAL CHARGE FOR ALL FACILITIES.

EQUIPMENT: CONTRACTOR MUST FURNISH AND INSTALL AT NO ADDITIONAL COST CURRENT PRODUCT MODELS OF ANY AUTOMATIC DISPENSING EQUIPMENT NEEDED FOR THE DISPENSING OF PRODUCTS OFFERED. ANY EQUIPMENT SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AND IT SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACT TO REPAIR AND SERVICE ALL DISPENSING

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EQUIPMENT. CONTRACTOR WILL SEE THAT THE PERSON IN CHARGE OF EACH USER LOCATION WILL BE INSTRUCTED ON OPERATION OF EQUIPMENT AND MINOR ADJUSTMENTS. DISPENSING EQUIPMENT MUST MEET REQUIREMENT THAT WILL PROVIDE MINIMUM EXPOSURE TO CONCENTRATED COMPOUNDS FOR SAFETY AND HEALTH OF USERS. DISPENSING EQUIPMENT SHALL BE PROVIDED AND MAINTAINED AT NO ADDITIONAL CHARGE.

LIST OF MACHINES BY LOCATION WITH BRAND/MANUFACTURER AND MODEL NUMBER.

Chittenden Regional Corr. Fac.  
7 Farrell Street  
So Burlington VT 05402

1 Dishwasher - Kitchen - Hobart #AM12A

Northwest State Corr. Fac.  
RFD#1 Box 279-1  
Swanton VT 05488

1 Dishwasher - Kitchen - Hobart #CRS76A

Marble Valley Reg. Corr. Fac.  
167 State Street  
Rutland VT 05701

1 Dishwasher - Kitchen - Hobart Upright 208/240/3PH

Northeast Regional Corr. Fac.  
RFD#3 Route 5 South  
St Johnsbury VT 05819

1 Dishwasher - Kitchen - Hobart #AM12

Caledonia Comm. Work Camp  
1266 US Route 5  
St Johnsbury VT 05819

1 Dishwasher - Kitchen - Hobart #AM14

Southeast State Corr. Fac.  
546 State Farm Rd  
Windsor VT 05089

1 Dishwasher - Kitchen - Hobart MIZA or M12A

Southern State Corr. Fac.  
700 Charlestown Rd  
Springfield VT 05156

1 Dishwasher - Kitchen - Hobart #C44A

Northern State Corr. Fac.  
2559 Glen Road  
Newport VT 05855

1 Dishwasher - Kitchen - Hobart #C44A

Woodside Juvenile Rehab. Ctr.  
26 Woodside Drive East  
Colchester VT 05446

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1 Dishwasher - Kitchen - Hobart AM-14

Vermont Veterans Home  
325 North Street  
Bennington VT 05201

1 Dishwasher - Kitchen - Hobart #CRS66AW

VENDOR CONTACT INFORMATION: MICHAEL MARTIN, TELEPHONE: 802-479-1001, FAX: 802-479-2191, EMAIL:  
MRMARTIN@SWISHCLEAN.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:  
DEB LaROSE, PURCHASING AGENT, TELEPHONE 802-828-4635,  
FAX 802-828-2222, E-MAIL: deb.larose@state.vt.us

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_